

Ruby's Berners  
Puppy Sales Contract

Non-Breeding \_\_\_\_\_x

I, Sherisse Burt, hereinafter referred to as the Breeder, agree to sell a purebred Bernese Mountain Dog.

Gender: \_\_\_\_\_.

Later references to either "Berner" or "Puppy" refer to this animal.

Litter Registration Number:

Litter Name:

Buyer:

Address:

Phone:

Email:

For the sum of \_\_\_\_\_ Date Whelped:

Breeder hereby certifies that the parents of this Berner are:

Sire:

Dam: Ruby (WS66631605)

**Breeder and Buyer unconditionally agree to the following:**

1. Breeder and Buyer agree this Berner will be registered with the American Kennel Club (AKC) with Kennel Name: Ruby's Berners as a prefix. Puppy's call name is at the sole discretion of the Buyer.

\_\_\_\_\_x

2. Breeder agrees to give Berner first vaccines and de-worming and will provide Buyer with this information upon receipt of puppy. Further, for the life of the Berner, the Breeder shall be available to supply information, answers to questions, and be a resource of help in regards to this Berner's health and training. \_\_\_\_\_x

3. Breeder reasonably believes, using "best practices" common for breeders of this particular breed, that puppy is in good health at the time of Buyer's receipt. The breeder recommends puppy should be evaluated by the Buyer's Veterinarian within three (3) days of purchase. If any congenital health problems are evident at this time, this Berner must be returned to the Breeder within four (4) days upon receipt of the puppy in order for the Buyer to qualify for a full refund. The Breeder also must be given the related, signed medical report from a licensed practicing Veterinarian in good standing with the relevant state authorities. All costs and arrangements for returning Berner to Breeder under Paragraph 3 are the responsibility of the Buyer. \_\_\_\_\_x

4. Buyer hereby covenants and agrees not to breed this Berner for the duration of this Berner's life. Buyer shall have this Berner spayed/neutered by licensed Veterinarian when this Berner is between the ages of sixteen (16) and eighteen (18) months of age unless Breeder elects to sign an addendum to this document allowing for extenuating circumstances to this clause. \_\_\_\_\_x

5. The buyer agrees to promptly have Berner micro-chipped. The microchip is to be implanted by a licensed Veterinarian. Buyer agrees to register microchip with a microchip national registry and list Breeder as one of the primary contacts in the registration. \_\_\_\_\_x

6. Buyer agrees to love and care for this Berner and provide all appropriate care (both preventative and curative) needed for the duration of this Berner's life. Buyer will commit to preventing cruel or harsh treatment of puppy, including but not limited to being left outside in inclement weather, the puppy being tied out in any way, not given freshwater or appropriate food daily, and providing a safe home. \_\_\_\_\_x

7. Should Buyer ever have a need to place, re-home, or sell this Berner in its lifetime, Breeder MUST be given first right of refusal. It is the sole responsibility of the Buyer to contact Breeder in this event. The Breeder's re-purchase price will not exceed US\$100 (one hundred US dollars). In the event of a Breeder re-purchase, it is the responsibility of Breeder to arrange for the transport of Berner to Breeder. \_\_\_\_\_x

8. Buyer and Breeder agree that under no circumstance shall this Berner be subjected to abuse by either humans or other animals nor shall it be sold or traded for any form of research. \_\_\_\_\_x

9. If Buyer is convicted of a crime involving animal cruelty or neglect by a court of law, Buyer agrees to promptly and unconditionally (1) return this Berner without a refund and without any compensation or reimbursement of Buyer's fees and costs, (2) sign the registration papers back to the Breeder and (3) pay all expenses incurred with the return of this Berner to Breeder. \_\_\_\_\_x

10. Breeder reserves the right to reclaim Berner from any seriously unsafe environment, as heralded by real endangerment to this Berner's life or well-being. \_\_\_\_\_x

11. Buyer agrees to supply the Breeder with verification of residential address with contact information that included a phone number and valid email address. Buyer further agrees to provide Breeder within 1 month of moving or relocation of puppy with updated residential address and contact information \_\_\_\_\_x

12. Buyer agrees to return this Berner to Breeder, forfeit all rights of ownership, sign and transfer all registration papers, pay any and all court costs, attorney fees, and all other costs incurred by Breeder to regain legal and physical possession of this Berner if any of the conditions in items 4 to 12 above are not met.

13. Any provision of this contract may be amended, waived or modified only upon the written consent of the Buyer and Breeder. \_\_\_\_\_x

14. The rights and obligations of Buyer and Breeder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

Buyer and Breeder have read this Pet Berner Sales Contract, understand all conditions contained herein, and unconditionally agree to all terms included.

Buyer \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_

Breeder \_\_\_\_\_ Initials \_\_\_\_\_ Date: \_\_\_\_\_